

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Interlocal Agreement between City of Webster and Sumter County for the Lease of
Land for Fire Station #12

REQUESTED ACTION: Staff recommends approval

☐ Work Session (Report Only) **DATE OF MEETING:** 3/8/11
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☒ N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: _____

BUDGET IMPACT: \$12.00 per year and cost of utilities

☐ Annual
☐ Capital
☐ N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

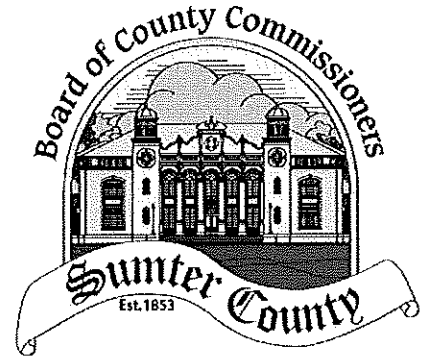
The Sumter County Board of County Commissioners entered into an interlocal agreement with the City of Webster on June 13, 2006 for the purpose of providing a commercial grade modular building that replaced the office space previously used by the City on parcel # T06A076. The County also agreed to provide commercial grade metal structures on the parcel to house the County fire apparatus. The County purchased the modular building, metal structures, and agreed to pay the City \$12.00 per year for five years for use of the parcel with the opportunity for the City to acquire the buildings and structures from the County when it was vacated. That agreement will expire June 12, 2011.

The new land lease is attached for the existing fire station that has a term of ten years. Upon the County vacating the buildings and structures they will be transferred to the City at no cost to the City.

Board of County Commissioners

Sumter County, Florida

7375 Powell Road • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: <http://sumtercountyfl.gov>



March 8, 2011

Mayor Stephen Croft
City of Webster
P.O. Box 28
Webster, FL 33597

RE: New Land Lease for Fire Station #12

Dear Mayor Croft;

The Sumter County Board of County Commissioners (County) entered into an interlocal agreement with the City of Webster (City) on June 13, 2006 for the purpose of providing a commercial grade modular building that replaced the office space previously used by the City on parcel #T06A076. The county also agreed to provide commercial grade metal structures on the parcel to house the County fire apparatus. The county purchased the modular building, metal structures, and agreed to pay the City \$12.00 per year for five (5) years for use of the parcel with the opportunity for the City to acquire the buildings and structures from the County when it was vacated. That agreement will expire June 12, 2011.

Attached is a new land lease for the existing fire station that has a term of ten (10) years; however, upon the County vacating the buildings and structures they will be transferred to the City at no cost to the City.

Sincerely,

Bradley Arnold
County Administrator

C: Honorable Sumter County Board of Commissioners

Richard "Dick" Hoffman, Dist 1
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
2nd Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Don Burgess, Dist 3
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breeden, Dist 4
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Randy Mask, Dist 5
Office: (352) 689-4400
Home: (352) 793-3930
7375 Powell Road
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 793-0215
209 North Florida Street
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

**INTERLOCAL AGREEMENT
BETWEEN SUMTER COUNTY AND
CITY OF WEBSTER – LAND LEASE FOR FIRE STATION #12**

THIS INTERLOCAL AGREEMENT is entered into this _____ day of _____, 2011 (the "Agreement"), by and between **SUMTER COUNTY, FLORIDA** (the "County"), and the **CITY OF WEBSTER, FLORIDA** (the "City").

RECITALS:

- A. The County is a political subdivision of the State of Florida authorized by Chapter 125, Florida Statutes, to provide for the health, safety, and welfare of its citizens.
- B. The City is a political subdivision of the State of Florida authorized by Chapter 166, Florida Statutes, to provide for the health, safety, and welfare of its citizens.
- C. The County and City have agreed that fire and emergency medical service for the City and surrounding areas is a County function.
- D. The County and City entered into an Interlocal Agreement on or about June 13, 2006, that is scheduled to terminate on June 12, 2011.
- E. Due to the deterioration and cost to repair the structures located on City Parcel #T06A076, the 2006 Interlocal Agreement provided for the relocation of the County Fire Services from the City's building to a commercial grade modular building and installation of commercial grade structures to house the County fire apparatus and related equipment on City Parcel #T06A076.
- F. The County completed the installation of the commercial grade modular building and commercial grade structures, and City and County wish to restate the lease of City Parcel #T06A076 to facilitate the continuation of Fire Services from this location.

NOW, THEREFORE, the County and City acknowledge and agree as follows:

- 1. Recitals and Covenants. County and City acknowledge and agree that the above Recitals are true and accurate and are hereby incorporated herein. County will be responsible for paying any and all utility expenses directly related to the use of the buildings installed by County on City Parcel #T06A076. In addition, County will pay to City the sum of twelve dollars (\$12.00) per year for the use of City Parcel #T06A076 as described herein.
- 2. Term. The term of this agreement shall be ten (10) years from the effective date of this Agreement, unless otherwise extended by the parties in writing.
- 3. Amendment. This Agreement may only be modified in writing by the mutual agreement of both parties.
- 4. Vacating Buildings and Structures. County agrees that upon vacating the County buildings and metal structures installed by County on City Parcel #T06A076, it shall transfer ownership of said buildings and structures to City.

5. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs, and assigns.
6. Severability. If any one or more of the provisions of this Agreement is determined to be contrary to the law then such provisions shall be deemed null and void and shall be deemed separate from the other provisions of this Agreement.
7. Matters Unaffected. No right or obligation that may currently or subsequently, exist respecting the parties and their relationship of one to the other shall be deemed waived or otherwise affected by this Agreement unless such right or obligation is specifically addressed herein.
8. Effective Date. This Agreement shall become effective upon the date of its full execution by the County and City.
9. Governing Venue. Venue for any challenge or suit regarding the rights and responsibilities of the parties or the terms of this Agreement shall lie in the Circuit Court in and for Sumter County, Florida.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed by their duly authorized representative.

ATTEST:

AS TO COUNTY:
BOARD OF COUNTY
COMMISSIONERS SUMTER COUNTY

Clerk of the Court

Don Burgess, Chairman

DATE: _____

Approved as to Form:

County Attorney

ATTEST:

AS TO CITY:
CITY OF WEBSTER COUNCIL

City Clerk

Stephen P. Croft, Mayor

DATE: _____

Approved as to Form:

City Attorney

INTERLOCAL AGREEMENT

MODULAR FIRE STATION – S.C.F.R. #12 - WEBSTER

THIS AGREEMENT is entered into this 13 day of June 2006, between SUMTER COUNTY, FLORIDA whose address is 209 N. Florida St. Bushnell, FL 33513 ("County"), and CITY OF WEBSTER, whose city address is, 71 South East First St. Webster, FL 33597.

RECITALS

1. County and City have agreed that fire service for the City and surrounding areas is a County function and the City has conveyed and transferred City owned fire apparatus to the County to perform that function.
2. County has assumed the management and delivery of fire service for City and surrounding unincorporated areas on a daily basis.
3. City and County wish to maintain a mutually beneficial service arrangement to continue to deliver Fire Service
4. City and County recognize and agree that the existing building housing the County Fire Service is a municipal building, owned by the City. Said building is in need of extensive repair and does not meet the current or future needs of the County Fire Service
5. City and County recognize and agree that said existing building could be renovated by the City and utilized for other functions in the future, exclusive of County Fire Services.
6. City and County recognize and agree, that to allow the building described above to be repaired and renovated will require relocating County fire apparatus and operations.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, County and City hereby covenant and agree as follows

1. City will allow County to place a commercial grade modular building approximately 22 feet wide by 46 feet long, replacing the office space that is designated to the County Fire Service in the existing building, on parcel #T06A076.
2. City will allow County to erect commercial grade metal structures to house the County fire apparatus on parcel #T06A076.

3. The County will bear all costs associated with placing and erecting the modular building and metal structures described in 1 and 2, including any required permitting fees.
4. The County will pay any and all utilities expense for the modular structure and additional lighting that County may add to the lot.
5. County will pay City the sum of twelve dollars (\$12.00) per year for use of parcel #T06A076 as described above for five (5) years from the date of signing by both parties or until this permanent County Fire Station is constructed and occupied by County Fire Services.
6. Binding Effect. This agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.
7. This Agreement constitutes the entire agreement between the parties for all matters contained herein and shall supersede all previous agreements or representations either oral or in writing with respect to all matters contained herein.
8. Upon vacating the modular commercial building and metal structures by County Fire Services, the City shall have first option to purchase said building and structures on parcel #T06A076 from the County at fair market value, or County will pay for any and all costs of removal and restoration of the premises to its original condition.

IN WITNESS WHEREOF, County and City have executed or caused this Agreement, with the named Exhibits attached to be duly executed in several counterparts, each of which counter part shall be considered an original executed copy of this Agreement.

Attest:



By: Deputy Clerk

Attest:

By: City Clerk

County:

Joey Chandler
Joey Chandler, Chairman

City:

Steven Croft
Steven Croft, Mayor

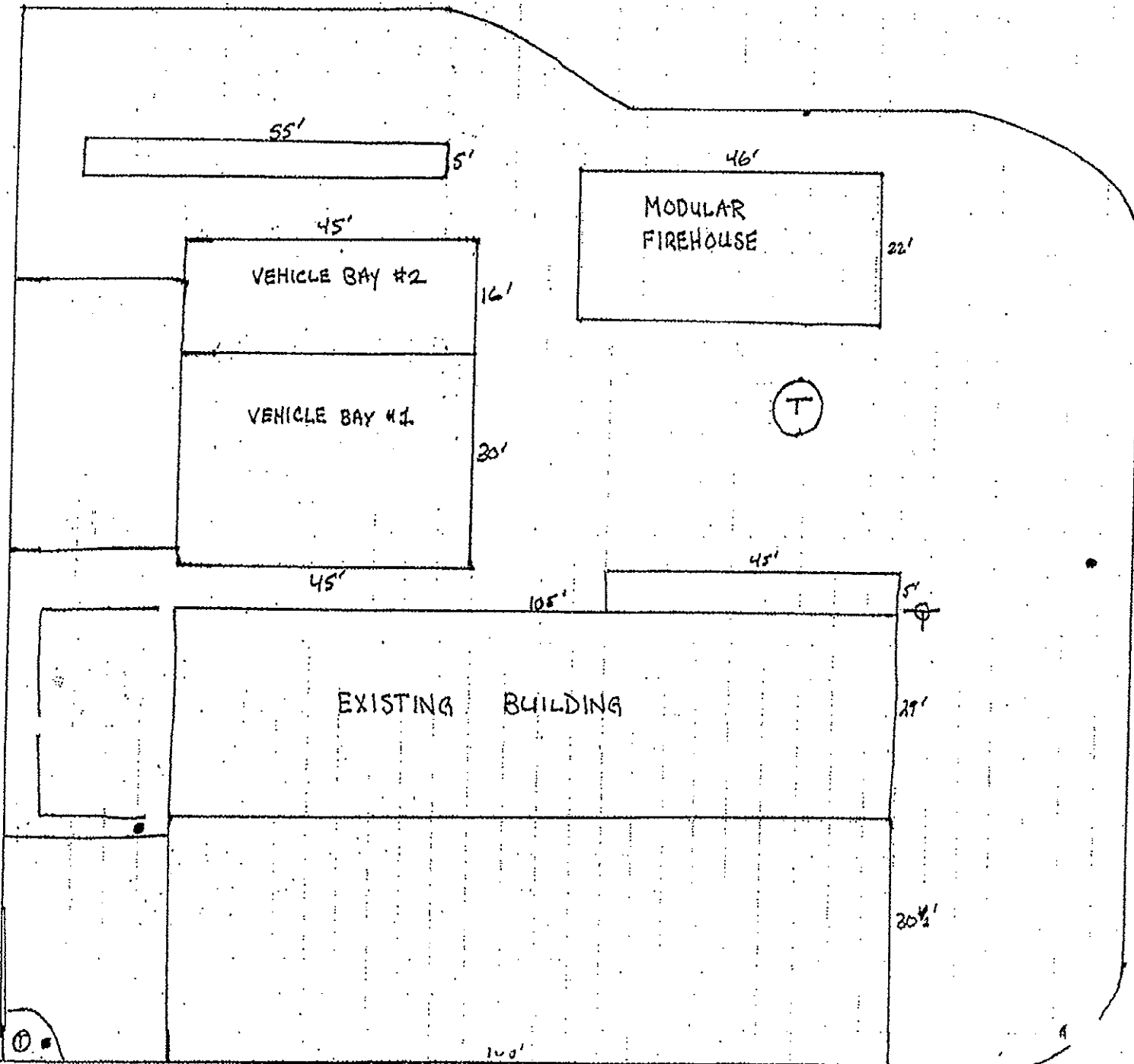
Attachment A

□ = 5FT

• POWER POLE

⊕ TREE

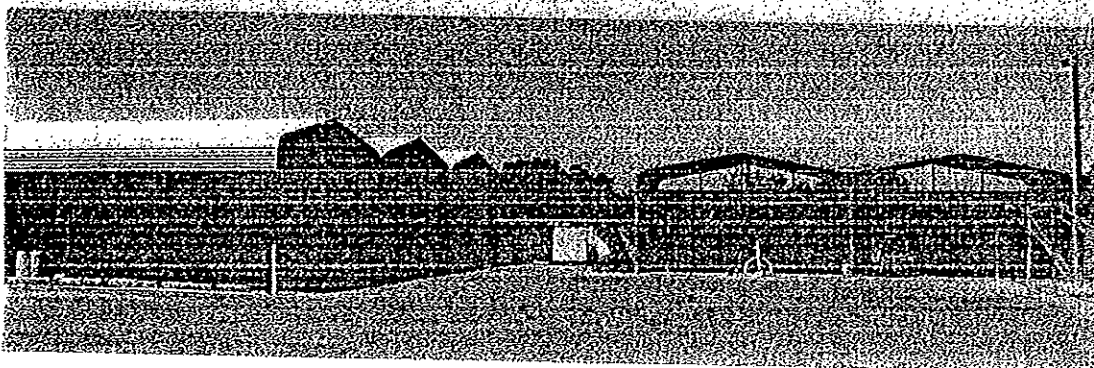
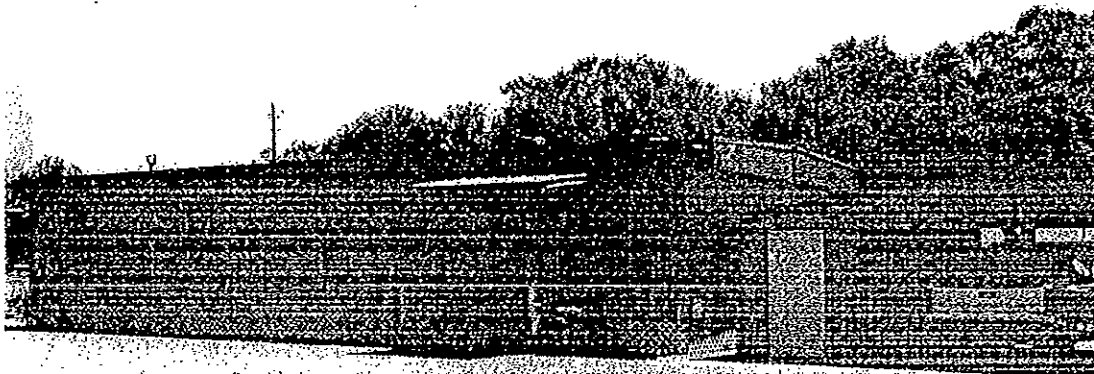
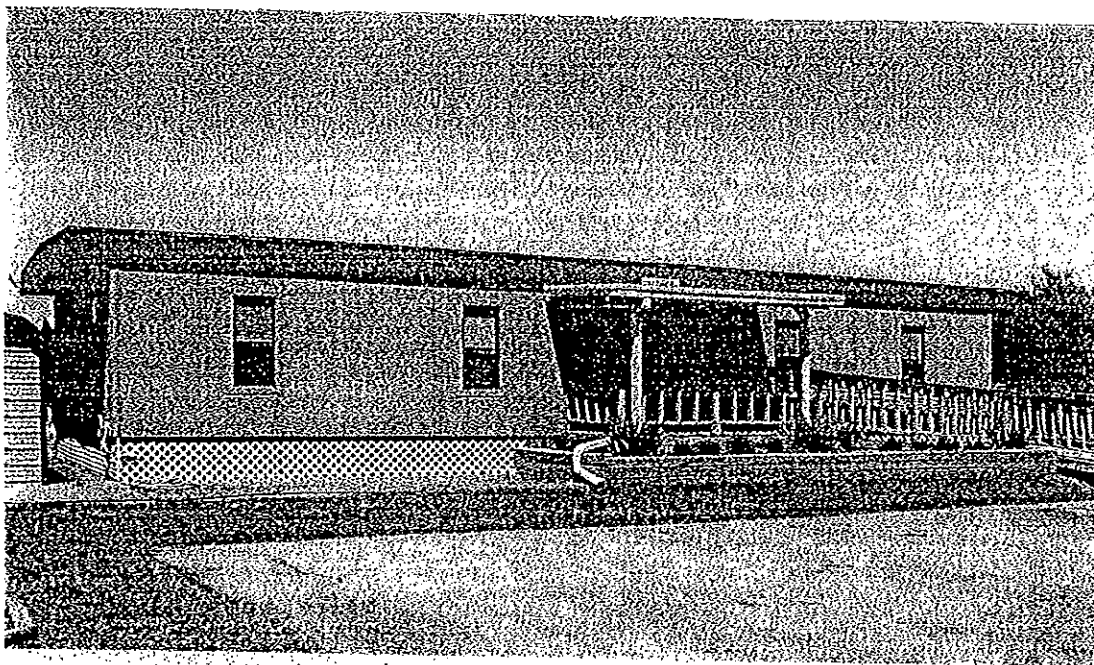
⊕ HYDRANT



SE 1ST AVE

Modular Fire Station

E
X
A
M
P
L
E
S



Metal
RV ports
—
large
Enough
for
Fire
Apparatus

Typical Exterior

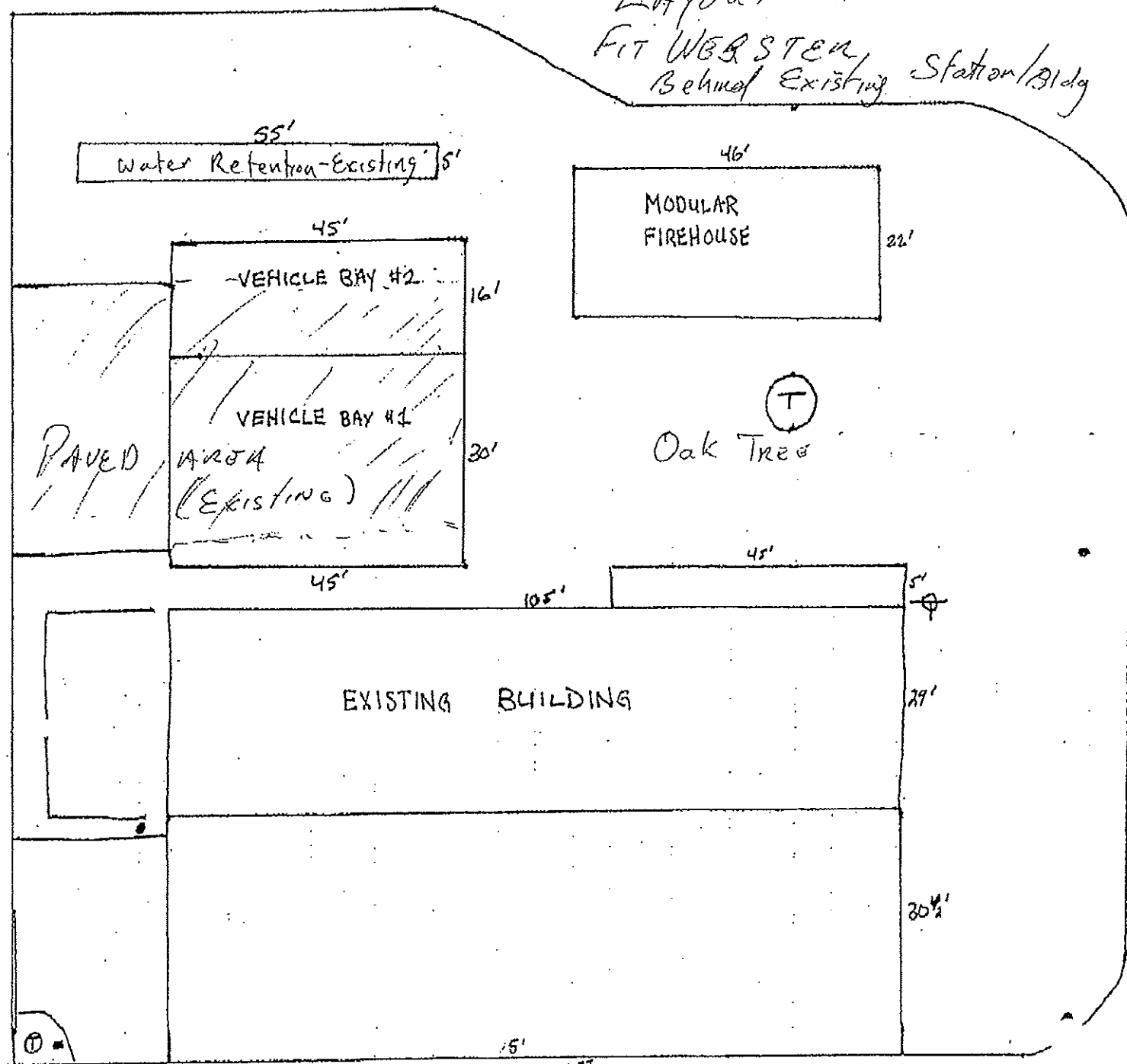
Layout to
Fit WEBSTER
Behind Existing Station/Bldg

□ = 5FT

- POWER POLE
- ⊙ TREE
- ⊕ HYDRANT

Paved Area

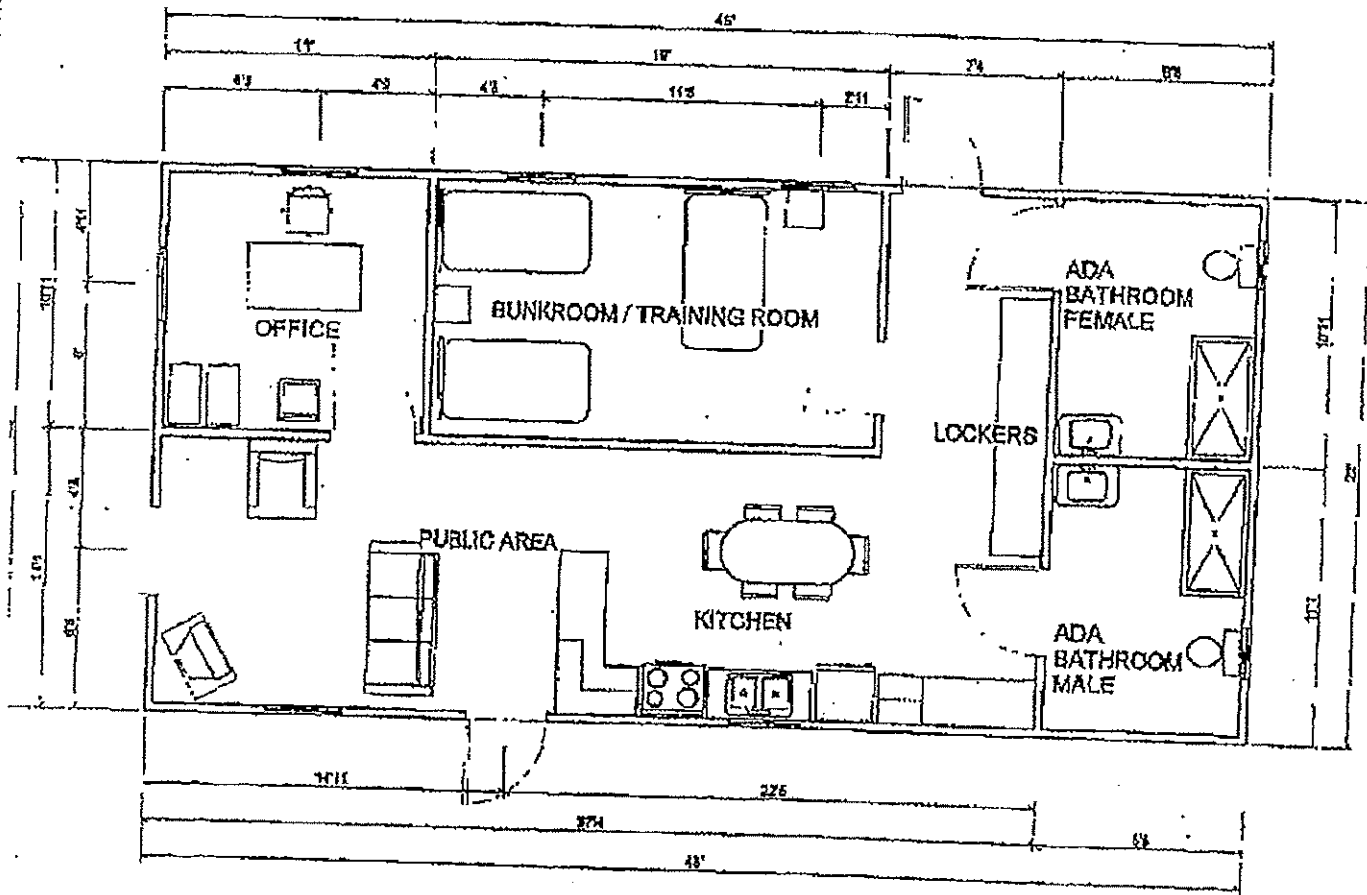
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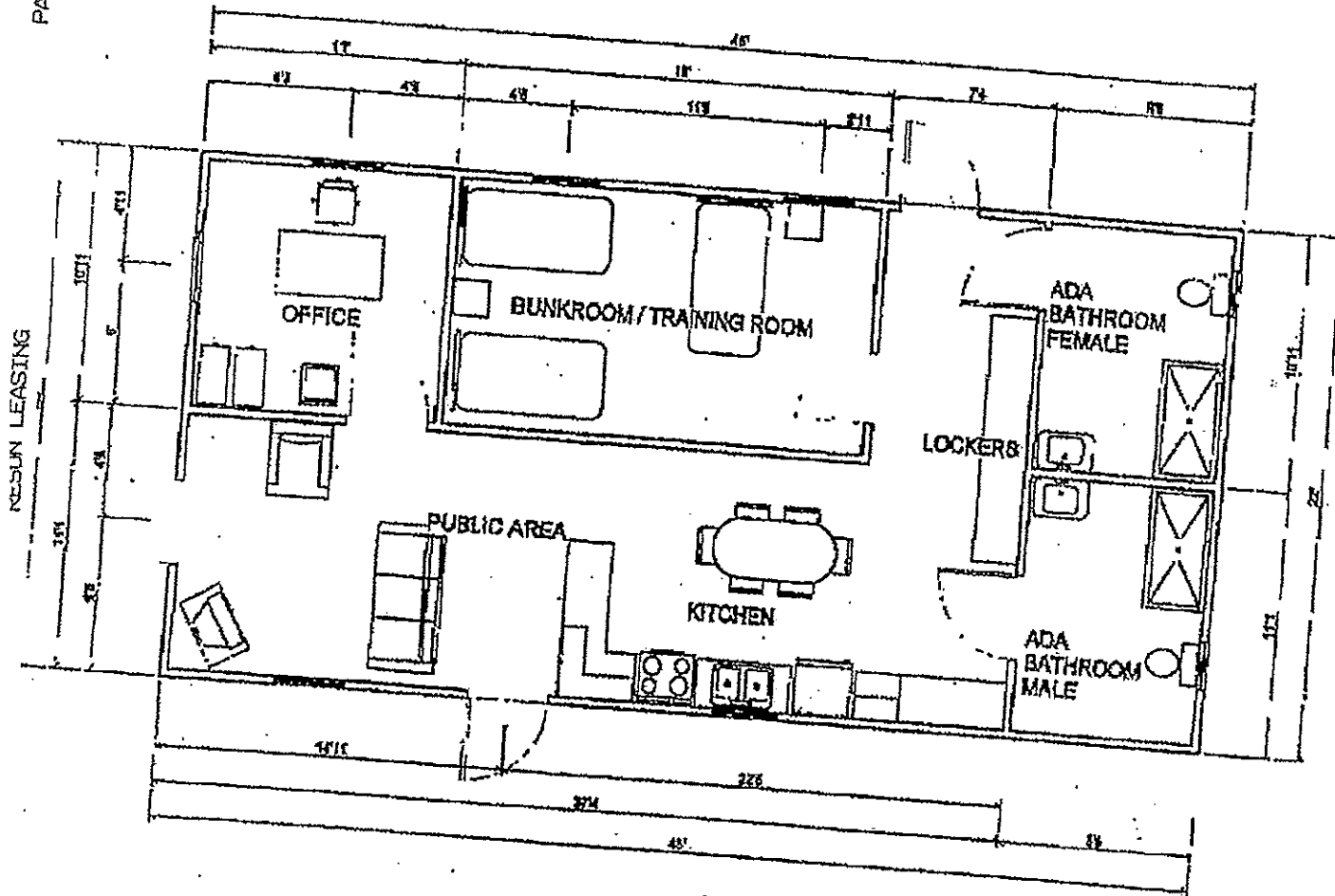


SE 1st AVE

RESUN LEASING

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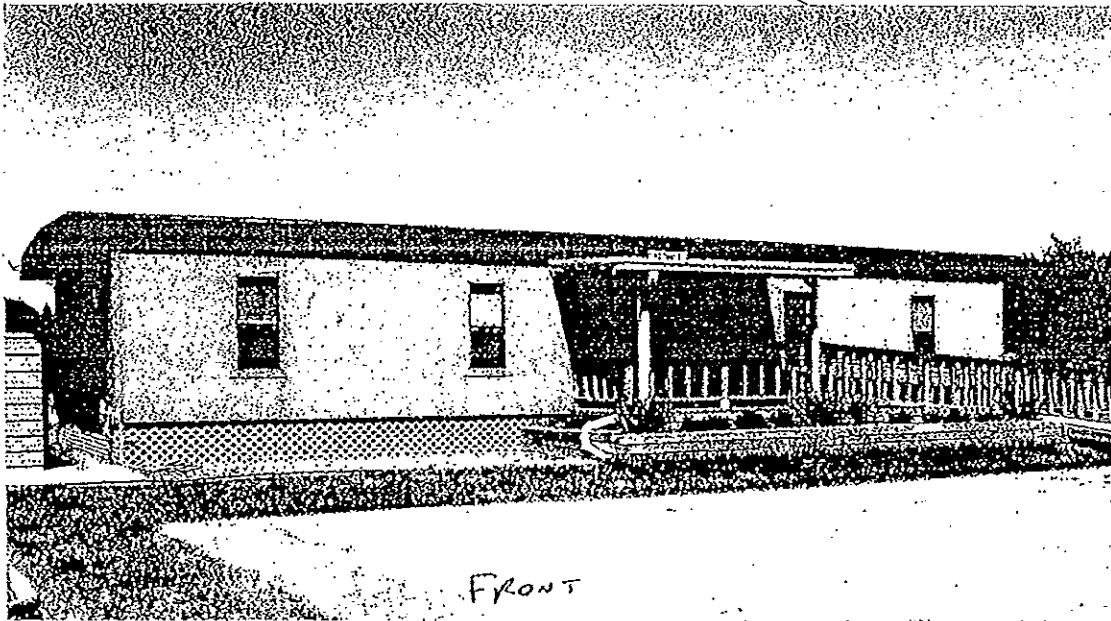
Interior Modified
for Fire Station
Application

ATTN: Mr. ARNOLD 3 pages
FROM: Bill Gulbrandsen 5/11/66

MODULAR

FIRE

STATION
EXAMPLES



TYPICAL
EXTERIOR

Metal
RV Ports
Large
Enough
for
Fire
Apparatus